

Application No. 10/652,867
Amendment "A" dated October 28, 2005
Reply to Office Action mailed 09/16/2005

REMARKS

The present Amendment is in response to the Office Action mailed September 16, 2005. Claims 1, 5, and 16 are amended and claims 23-37 have been withdrawn. Claims 1-27 are now pending in view of the above amendments.

Please note that the following remarks are not intended to be an exhaustive enumeration of the distinctions between any cited references and the claimed invention. Rather, the distinctions identified and discussed below are presented solely by way of example to illustrate some of the differences between the claimed invention and the cited references. In addition, Applicants request that the Examiner carefully review any references discussed below to ensure that Applicants' understanding and discussion of the references, if any, is consistent with the Examiner's understanding. Reconsideration of the application is respectfully requested in view of the above amendments to the claims and the following remarks. For the Examiner's convenience and reference, Applicant's remarks are presented in the order in which the corresponding issues were raised in the Office Action.

Examiner's Interview

Applicant's express their appreciation to the Examiner for conducting a telephone interview with Applicant's representative on October 12, 2005. This response includes the substance of the interview.

Election/Restrictions

Applicant affirms the provisional election without traverse and elects without traverse group I including claims 1-22.

Rejections Under 35 U.S.C. § 102

The Office Action rejected claims 1-22 under 35 U.S.C. § 102(b) as being anticipated by *Maggenti* (U.S. Patent Application Number 2002/0077136). As the Examiner is aware, "a claim is anticipated only if each and every element as set forth in the claim is found either expressly or inherently described, in a single prior art reference." *See Verdegaul Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987); *see also* MPEP § 2131. In other words, a claim is anticipation only if each and every element of the claims as set forth in the claims is found in

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the prior art reference. The following discussion illustrates that claims 1-22 are not anticipated by *Maggenti*.

Embodiments of the invention are generally directed to methods of transferring the floor between devices engaged in network based instant connect communications. As noted in the specification, conventional methods for transferring the floor are limited in that the person that does not have the floor in an instant connect communication can merely receive the voice data and cannot take the floor until the other party relinquishes the floor.

One of the advantages of the present invention is that a receiving party can respond to, provide feedback to, or interrupt the sending party at any time regardless of whether the sending party chooses to relinquish the floor. This permits a half-duplex, network based instant connect call to exhibit the casual, two-way conversation patterns that have been absent in conventional network-based instant connect calls.

Maggenti is a reference that teaches arbitration between a first and second communication device where one of the devices has floor control and a request for floor control is received from the other device. *Maggenti* teaches, for example, that the method for "arbitrating between a first communication device having floor control in a group communication network and a second communication device competing for floor controls" includes several steps. See ¶ [0010]. First, a floor-control request is received from the second communication device. See *Id.* Next, *Maggenti* teaches that the priority levels of the first and second communication devices are compared. See *Id.* Finally, floor control is only granted if the second communication device has a higher or equal priority. See *Id.*

In order to compare the priority levels, *Maggenti* teaches that an arbitration algorithm is performed. For example, *Maggenti* teaches that "The CM 104 transitions from the arbitrate state 656 to the talk state 636 and sends the interrupting participant a PTX deny message 672 if the arbitration algorithm rules in favor of the current talker. The CM 104 transitions from the arbitrate state 656 to the grant state 612 and sends the net's current talker a PTX interrupt message 676 if the arbitration algorithm rules in favor of the interrupting participant." See ¶ [0211].

As a result, *Maggenti* discloses that a request for the floor from a second communication device can result in a deny message or a grant message. Whether the request for the floor is granted or denied, however, depends on the arbitration algorithm that is executed whenever a

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second communication device requests the floor. Further, *Maggenti* does not afford the benefit of exhibiting a casual, two-way conversation patterns as discussed above, because the arbitration algorithm taught by *Maggenti* may deny the request of the interrupting participant.

More particularly, and as discussed at the interview and illustrated above, *Maggenti* teaches the requirement of performing an arbitration algorithm before granting or denying the request for the floor from the interrupting device. Claim 1, in contrast, requires transferring the floor to the second device automatically without waiting for the first device to relinquish the floor.

Claim 16 has been similarly amended to require, in response to transmitting the floor request signal, automatically taking the floor . . . from the remote device without the remote device consenting to the floor request signal. Performing an arbitration algorithm to determine which device has higher priority does not teach or suggest taking the floor without the remote device consenting to the floor request signal.

For at least these reasons and as discussed at the interview, claims 1 and 16 are not anticipated or taught by *Maggenti*. Claims 2-15 and claims 17-22 depend from claims 1 and 16, respectively, and also overcome the art for at least the same reasons. Claims 1-22 are therefore in condition for allowance.

Conclusion

In view of the foregoing, and consistent with the Examiner Interview, Applicants believe the claims as amended are in allowable form. In the event that the Examiner finds remaining impediment to a prompt allowance of this application that may be clarified through a telephone interview, or which may be overcome by an Examiner's Amendment, the Examiner is requested to contact the undersigned attorney.

Dated this 28th day of October 2005.

Respectfully submitted,



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